



REQUEST FOR QUOTATION

Quotations will be received until:
July 29, 2008 at 5:00 p.m.
RFQ No.: ECDH09- 00001

JANITORIAL SERVICES – ECDH

Arizona Early Childhood Development & Health Board

4000 North Central Avenue, Suite 800
Phoenix, Arizona 85012
(602) 771-5100

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VENDOR NOTICE

THIS IS NOT A PURCHASE ORDER

The terms and conditions on the reverse side of this form should be reviewed and understood before preparing a quotation. The quotation shall be the best net price, FOB destination, to include all delivery charges, and taxes if applicable. Delivery schedule and discount for early payment shall be indicated in the spaces provided below. Return the quotation by the above time and date to the above address. Please reference the Buyer's name and the RFQ number on the outside of the return envelope. Cover page for faxed quotations must be transmitted to Buyer under the RFQ number. Fax to (602) 274-7034

DELIVERY LOCATION: SEE BELOW

BUYER: Saretha Jones

602-771-5015

VENDOR QUOTATION

Item	Description of Material, Janitorial Services	Quantity	Unit	Extended Price
	<p>The Purpose of this Request for Quotation is to establish a TERM CONTRACT, with a total dollar limitation of up to \$50,000 over the course of the contract term, for janitorial contractor's labor for the Arizona Early Childhood Development & Health Board (ECDH). ECFOAM is responsible for maintaining all State facilities in the Phoenix metro area.</p> <p>Contract can be extended for one additional year.</p> <p>A PRE-BID CONFERENCE will not be held.</p> <p>The bidder proposes to furnish all labor, material, equipment and services to perform all work necessary in accordance with the Scope of Work, Terms and Conditions, and Price Sheet as contained herein. A percentage markup on supplies shall also be proposed. (The Certificate of Insurance (Attachment 1) will only be required of the contract awardee(s).)</p> <p>SUBMIT BIDS VIA MAIL, HANDCARRIED OR BY FAX TO:</p> <p>Arizona Early Childhood Development & Health Board 4000 N. Central Avenue, Suite 800 Phoenix, AZ 85012</p> <p>Attention: Saretha Jones, Procurement Specialist FAX: 602-274-7034</p> <p>Bids MUST be submitted NO LATER THAN the time and date specified above (at the top of this page). A late bid will not be considered.</p> <p>Contact Buyer, Saretha Jones at 602-771-5015, for any questions regarding this request.</p>			

THIS SECTION MUST BE COMPLETED BY VENDOR

Company Name:	Address:	City:	State:	ZIP Code:
Signature	Title	Date		

**INSTRUCTIONS TO BIDDERS
AND
TERMS AND CONDITIONS**

1. **SUBMISSION**: Bids shall be signed where applicable and received as designated on Page 1 of this form no later than as indicated.
2. **OPENING**: This is an informal quotation which will **not** be read at a public opening; however, the information may be publicly reviewed after an award.
3. **STANDARD PROVISIONS**: The State of Arizona's Instructions to Bidders (SPO Form 201) and Standard Terms and Conditions (SPO Form 202), where applicable, are a part of this document as if fully set forth herein. Copies of these documents are available from the Arizona State Purchasing Office.
4. **OFFER AND ACCEPTANCE PERIOD**: In order to allow for an adequate evaluation, the State requires an offer in response to this solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
5. **EVALUATION**: In accordance with the Arizona Procurement Code §41-2535, awards shall be made to the responsible bidder submitting the quotation which is most advantageous to the State and conforms to the solicitation.
6. **TAXES**: The State of Arizona is exempt from Federal Excise Tax, including Federal Transportation Tax. Sales Tax, if any, should be indicated as a separate item.
7. **BID REJECTION**: The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.
8. **BRAND NAMES**: Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request for Quotation.
9. **ERASURES**: Erasures, interlineations or other modifications must be initialed by the individual signing the Request for Quotation.
10. **UNIT PRICE**: In case of error in the extension prices in the Quotation the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
11. **PAYMENT**: The State will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any bid that requires payment in less than thirty (30) calendar days shall not be considered.
12. **PAYMENT DISCOUNT**: Payment discount periods will be computed from the date of receipt of materials or services or correct invoice, whichever is later, to the date State's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

**INSTRUCTIONS TO BIDDERS
AND
TERMS AND CONDITIONS**

(CONTINUED)

13. INVOICING:

- A. All invoices submitted by the Contractor shall be submitted to:

Arizona Early Childhood Development & Health Board
4000 N. Central Avenue, Suite 800
Phoenix, Arizona 85012
Attention: Diane Serra

- B. All Invoices shall provide the following information:

Invoice Number
Contract and Purchase Order Number
Date of Service
Itemized pricing of work performed
Materials/Supplies, if any
Sales Tax Rate & Amount, if applicable
Total amount due
Any other applicable information

- C. Invoices shall include backup billings for materials and/or supplies and/or subcontractors to support the Contractor's invoice.

All charges or any other invoice information will be subject to audit by the Arizona Early Childhood Development & Health Board.

14. **PROTECTION OF BUILDINGS and EQUIPMENT:** The Contractor shall use reasonable care to avoid damaging existing buildings and equipment. If the Contractor fails to do so and damages any such buildings or equipment, he shall replace or repair the damage at no expense to the State as directed by the Purchasing Manager. If he fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof which may be deducted from the Contract price.
15. **INSURANCE:** See Attachment 1 for Certificate of Insurance Form as well as Insurance requirements for the Scope of Work described herein.
16. **SUSPENSION OR DEBARMENT CERTIFICATION:** By signing the Offer, the Bidder or Offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government. Signing the Offer without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or Offer or cancellation of a contract. The State also may exercise any other remedy available by law.
17. **OFFSHORE PERFORMANCE OF WORK PROHIBITED:** Due to security and identity protection concerns, all services under this Contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. **This provision applies to work performed by subcontractors at all tiers.**
18. **ARIZONA PROCUREMENT CODE:** The Arizona Procurement Code (A.R.S. Title 41, chapter 23) and its Rules and Regulations (A.C.R.R. Title 2, Chapter 7), are made a part of this document as if fully set forth herein. Note A.R.S. Title 41, Chapter 23 is available at most public libraries. A.C.R.R. Title 2, Chapter 7 may be purchased from the Arizona Secretary of State and both are available for review at the Arizona State Purchasing Office. The State of Arizona's Uniform Terms & Conditions, and Instructions to Offerors are hereby incorporated.



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(602) 771-5015

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The contractor shall provide the necessary personnel, cleaning supplies and equipment to clean the specified First Things First, Early Childhood Development & Health Board (AZECDH) buildings located throughout the State in accordance with the contract requirements.

The following locations shall require custodial services at this time:

<u>Location</u>	<u>Address</u>	<u># SQ. FT</u>
Flagstaff Flagstaff, AZ 86001	405 N Beaver St, Ste 1	1295
Globe Globe, AZ 85501	1600 E Ash, Ste 2	650
Lake Havasu	1979 McCulloch Blvd, Ste 106 Lake Havasu City, AZ 86403	1052
Safford	504 2 nd Ave Safford, AZ 85546	588
Show Low	4700 W White Mtn Blvd Lakeside, AZ 85929	991
Nogales	TBD	TBD

WORK SCHEDULE

Custodial services for buildings shall be performed between business hours of 8 AM. and 5PM. MST on two(2) to five (5) days per week(depending on location) (preferably Monday through Friday, excluding State holidays; however, Sunday through Thursday with approval of Regional Coordinator is acceptable). Some services may require a Saturday and/or Sunday work schedule.

All scheduled work completed during the week shall be reported to facilities management in writing on the first work day of the following month. The report shall include a new schedule of any work not completed the previous month. If the contractor falls behind schedule at any time, additional workers shall be assigned at no additional cost to the department until the work is back on schedule.

EQUIPMENT AND SUPPLIES

The contractor shall at the contractor's expense and at no cost to the FTF, furnish the following materials, supplies, and equipment where required:

Floor waxing and buffing machines, attachments and pads



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Brooms, push and whisk
Dust pans, shovels
Rags, sponges and brushes
Mops and buckets
Dusters
Glass and window washing equipment and cleaning products
Carpet and spot removers
Liners for wastebaskets and trash cans
Vacuum cleaner: tank type with attachments for cleaning corners, carpet edges, chairs, drapes, etc.
Window washing materials and supplies
Ink removers
Furniture cleaning and polishing materials
Scouring powders
Aluminum and stainless steel cleaners
Toilet bowl deodorizers and deodorant containers
All purpose cleaners
Ladders
Paper Hand Towels – C-Fold White
Toilet Tissue
Hand Washing soap for current dispensers
Fluorescent light tubes/bulbs as required

And any necessary supplies, materials, and equipment not specifically mentioned but necessary to do the required work.

All supplies and materials furnished by the contractor are subject to prior approval by the department. A list of all supplies and equipment to be used pursuant to this contract and the appropriate material safety data sheets (MSDS) shall be submitted at the post award conference.

The contractor shall provide sufficient equipment, supplies, and personnel to complete the work within the designated time frames. Cleaning equipment must be in good operating condition, at all times. The department reserves the right to inspect any equipment to verify its condition and suitability for the job.

Custodial supply areas will be available and shall be kept in a neat manner by the contractor. The supply area shall be kept free of any offensive odor. Damp mopping, spot cleaning, and dusting of the supply areas shall be done on a routine basis. All materials and supplies shall be done on a routine basis. All materials and supplies shall be stored in an orderly manner. All mop buckets, pans, and containers shall be emptied and cleaned on a daily/nightly at the end of shift.

All equipment and supplies shall conform to all current Federal, State, Local, and OSHA rules and regulations, and be supplied by the offeror.

WORK DETAILS (to be scheduled at time of award)

All weekly services are to be done on each Wednesday.



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All monthly services are to be done the first week of each month.
All quarterly services are to be done the second week of the month starting with the effective date of the contract and continuing thereafter every three-(3) months.
All tri-annual services are to be done the third week of the month starting with the effective date of the contract and continuing thereafter every four-(4) months.
All semi-annual services are to be done the last week of each month starting with the effective date of the contract and continuing thereafter every six-(6) months.

OFFICES, CORRIDORS, LOBBIES

REQUIRED DAILY SERVICES

Sweep all entrances, steps, and porches, vacuum entrance walk-off, mats.
Clean building entry doors, glass, handles, hardware and doorframes.
Empty and clean all ashtrays, and refill sand urns, as needed.
Empty and clean wastebaskets. Replace plastic liners as necessary. Return baskets to proper positions. All trash shall be removed from the building and emptied into the dumpster, available outside.
Clean, disinfect, and polish all drinking fountains.
Vacuum all hallway carpets and workstations. Spot clean carpet as required.
Sweep all non-carpeted floors.
Clean all spot from floors. Damp mop as needed.
Police perimeter of building, which includes all outside planters and adjacent areas.
Replace light bulbs, as required.

REQUIRED WEEKLY SERVICES

Thoroughly clean and wet mop all floors and spray buff all hard surface floors.
Clean and remove soil marks and fingerprints from glass, tables, counter tops, walls doors, and partition glass.
Clean tile walls.
Spot clean walls and doors.
Dust chairs, tables, file cabinets, and any other furniture and accessories.

REQUIRED MONTHLY SERVICES

Perform all dusting such as tops of partitions, window ledges, doorframes, baseboards, cabinet tops, etc.
Remove cobwebs from all areas, inside and outside of the building(s).
Spot clean all partitions, as required.
Wash all non-fabric furniture.
Vacuum all fabric-covered furniture.

REQUIRED QUARTERLY SERVICES

Thoroughly clean all doors, walls, and baseboards.



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Wipe clean all window blinds.
Strip, wax, and polish all floors. (This is to be scheduled in advance to allow the staff time to move stored materials from under desks, etc.)
Wash all window glass inside and outside.
Shampoo carpet(s)

RESTROOMS

REQUIRED SEMI-ANNUALLY

Dust and vacuum all vents and ceiling tile around vents.
Clean light fixtures.

REQUIRED DAILY SERVICES

Refill soap, towels, seat covers, toilet bowl deodorizers, deodorant container, and waste receptacle liners, as needed.
Empty and wipe out all waste paper receptacles. Disinfect as needed. Replace plastic liners as needed. Return baskets to proper positions. All trash shall be removed from the building and emptied into the dumpster available outside.
Clean mirrors with glass cleaner.
Clean and polish all metal surfaces, dispenser, and furniture.
Clean and disinfect wash basins, toilet bowls, and urinals.
Disinfect underside and tops of toilet seats.
Wipe all walls and partitions clean of splashes, fingerprints, smears, and dirt.
Sweep floors and wet mop with a germicidal solution.
Disinfect restroom fixtures.
Replace light bulbs, as required.

BREAKROOM AND / OR LOUNGES

REQUIRED DAILY SERVICES

Refill soap, towel, and waste receptacle liners. Disinfect as needed. Replace plastic liners, as needed. Return baskets to proper positions. All trash shall be removed from the building and emptied into the dumpster, available outside. Clean and polish all metal surfaces dispensers, counter, counter tops and furniture.
Clean and disinfect wash sinks.
Wipe all walls clean of splashes, fingerprints, smears, and dirt.
Sweep and wet mop floors.
Disinfect fixtures.
Replace light bulbs, as required.

REQUIRED BI-WEEKLY SERVICES

Spray buff floors.



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REQUIRED MONTHLY SERVICES

Perform dusting of window ledges, corners, and etc.
Thoroughly clean all walls.
De-scale fixtures.

REQUIRED QUARTERLY SERVICES

Strip and wax floors.
Clean underside of sinks.

REQUIRED SEMI-ANNUAL SERVICES

Dust or vacuum all vents.
Clean light fixtures.

ADDITIONAL SERVICES

All offices shall be inspected nightly for major problems including unusual conditions (such as possible break-ins). Any fixture not working properly shall be reported to the coordinator immediately. Secure doors, lights, and security systems, if applicable, and after completion of work as directed by the coordinator.

SUPERVISION

The contractor shall provide the department with the names, telephone numbers, and work experience of the job manager and an on-site or working supervisor. The supervisor shall be responsible for the competent performance of all custodial services pursuant to this contract. The job manager shall make sufficient routine inspections to insure that all work is performed, as specified. The names of all personnel to be used on this contract are to be provided to the Facilities manager at the post award conference. Changes in personnel shall also be given to the Facilities manager, as they occur.

INSPECTION

Upon request of FTF but not less than monthly, the contractor supervisor, accompanied by the FTF local office Coordinator or Facilities manager, shall perform a quality inspection during the normal daytime shift and shall submit a summary of the findings to the Facilities manager. The contract supervisor and local office coordinator shall sign the inspection form. This will be performed the first week of the each month.

In the event the service performed is unsatisfactory, or is not in accordance with the specifications, the contractor shall upon notification by the Facilities manager, and/or the Purchasing Department, cause the FTF facilities to be serviced immediately, without additional cost to the department.

For failure by the contractor to provide routine custodial service as specified in the contract, the department may deduct the prorated share of the unclean areas from any payments due, based on the contractor's price per square foot, as quoted in the bid price sheets. This provision is to be used only when the work is not promptly corrected by the contractor or, or there are continuous, documented deficiencies pertaining to the contractor's performance.

RECORDS

The contractor and the FTF local office coordinator shall set up a system for communications, on a daily basis, if needed. The contractor and the local office coordinator, together shall decide if notes are to be written up by both parties, where the notes are to be posted, and who is authorized to write



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the notes. The FTF local office coordinator shall post a discrepancy log at each location in a place specified. The log shall be used to write down any discrepancies noted by the FTF coordinator. The contractor shall read the log at the beginning of each workday and enter the date, his/her initials, and comments when the discrepancy is remedied. Contractor shall rectify any discrepancies within forty-eight-(48) hours.

The contractor shall keep a record of supplies or materials furnished by the FTF. The contractor shall notify the FTF local Office Coordinator that the amount of supplies or materials is running low, and allowing sufficient time for the supplies to be ordered and delivered one-(1) month in advance.

STANDARDS OF PERFORMANCE

These standards are minimum recommendations and do not replace or supersede the latest industry standards or material and equipment manufacturer's recommendations.

DUSTING STANDARDS

Dusting cloths and equipment used shall be clean. Dust cloths shall be treated to avoid scattering of dust. Hard rubbing shall be avoided as oil streaks may be left.

Desks, file cabinets, and bookcases shall be dusted without moving any papers, books, etc. Office equipment such as typewriters, adding machines, computers, and similar instruments shall not be dusted.

Surfaces shall be free from dust after dusting is completed. Dust shall be removed and not scattered around the room. **No feather dusting.**

SWEEPING STANDARDS

Resilient and wood floors shall be swept with clean chemically treated mops.

Concrete floors shall be swept with a bristle floor brush, with sweeping compound where applicable or treated mops if surface has been finished.

Floors shall show no dust or dirt streaks and no dust or dirt shall be left behind and under radiator, furniture, pipes, benches, work tables, doors, corners, or any other object that is not installed or securely fastened in place.

Baseboards, furniture, and equipment shall not be disfigured or smeared by tools and materials used in performance of the work.

Gum and similar substances shall be removed from the floors.

Sweeping compounds shall not be used on "waxed" floors.

WASHING STANDARDS

The detergent shall be a neutral detergent that will remove the dirt involved. Only small areas of floors shall be mopped, rinsed, and dried at one time, and in such a manner that the least amount of water necessary to do the job is used. Water shall be left on floors just long enough to loosen the



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dirt. Wash and rinse water shall be changed frequently. Floors shall be clean and free from film,

Water seepage under baseboards, bumping baseboards, corners of furniture, and splashing water on walls, baseboards, or furniture shall not be permitted.

Hard to reach places shall be washed by hand. Gum and similar substances shall be removed by hand.

BUFFING STANDARDS

All buffing shall be to a hard luster finish with disk-type floor machines.

CARPET CLEANING STANDARDS

All carpeted areas shall be vacuumed as specified. All light furniture shall be moved for vacuuming and replaced in the original position, taking care not to disturb work or projects.

All spots shall be removed daily, on heavy traffic areas where soil occurs. Carpet should be cleaned often enough so that the entire carpet area presents a clean and uniform appearance.

CARPET CLEANING METHODS

The extraction, or dry chemical cleaning, or rotary with gyro recovery methods are the only three-(3) allowable methods of carpet cleaning that shall be acceptable.

SCRUBBING AND STRIPPING STANDARDS (to be done on weekends only)

Scrubbing and stripping shall be performed using a disk-type floor machine equipped with driving assembly and using the proper cleaning or scrubbing pad. A minimum amount of water containing a neutral detergent for washing, or a stripping solution for stripping shall be used. Hard to reach places shall be done by with a scrubbing brush or pad. Do not use any solution, equipment, or pads. Water seepage under baseboards, bumping baseboards, and corners of furniture and splashing of water on walls, baseboards, or furniture shall not be permitted.

Floor shall be rinsed twice with clear water or until all film has been removed.

Floor shall have all finish, marks, and substances of any kind removed.

FINISH STANDARDS (AFTER STRIPPING) (to be done on weekends only)

Two coats of floor finish shall be applied with a clean applicator. The first coat shall be thoroughly dry, shall be buffed in accordance with manufacturer's instructions and "buffing standards".

No heavy accumulations of finish around the walls, under furniture, radiators, etc., will be permitted. If accumulated, it shall be removed and the area finished.

Any water, wax, or finish splashed on furniture, office equipment, walls, or baseboards shall be removed immediately.

Only non-skid wax may be applied on floors requiring waxing.

TOILET ROOM CLEANING STANDARDS

Every toilet, urinal, lavatory, and sink associated fixtures and floors shall be properly cleaned each day. Toilet bowl exteriors shall be washed, disinfected, and wiped clean. Toilet bowl interiors and



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undersides of rims shall be cleaned thoroughly with an acceptable toilet bowl cleaner. Toilet brush cleaning of interiors of the toilet bowls shall include working brush as far into the trap as it will reach. Toilets shall be flushed after cleaning to rinse. Toilet seats shall be cleaned with germicidal detergent.

Urinal exteriors shall be washed disinfected, and wiped clean. Urinal interiors and underside of rims shall be cleaned thoroughly with a toilet bowl cleanser. Urinals shall be flushed after cleaning to rinse.

Chrome-plated hardware shall be cleaned with non-abrasive, non-acidic product manufactured for this type of work.

TOILET ROOM FLOORS – WASHING

Washing shall be performed with suitable disinfectant cleanser and ample solution shall be allowed to remain on the floor until all dirt has been loosened and where required, it shall be mopped with the heel of the mop, using enough pressure to remove stubborn dirt and scuffs. Care shall be taken to insure that all edges and corners have been cleaned. The washing solution shall be picked up or squeegeed to the drain and floor shall be thoroughly clear-water rinsed, disinfected, and mopped dry.

No wax is to be applied to ceramic tile.

TOILET ROOM MIRRORS AND SHELVES

Mirrors, shelves, and miscellaneous fixtures shall be cleaned thoroughly, using non-abrasive cleaner.

WALLS AND TOILET PARTITIONS

Walls and toilet partitions shall be spot washed with a neutral cleaner. Grout joints shall be scrubbed with a soft bristle brush. Cleaning solution shall be rinsed and walls shall be dried to a high luster, free from streaks and soap film.

No **wax** is to be applied to ceramic tile.

SECURITY CLEARANCE

A security clearance shall be required of the contractor and of all employees of the contractor or subcontractor who will have access to the facilities or operations of the following agency(s):

Forms are provided for this information in the appendix. To accomplish the security clearance and award the contract, the forms of all employees must be submitted with the bid. Employee information must be submitted as soon as possible when employees who will have access to the facilities or operations are known. The State reserves the right to review all security clearances and to disapprove any contractor's employee. A release form as per the following paragraphs or a facsimile must also be required for each individual and returned with the bid. The contractor agrees to pay the actual expenses incurred by the State of Arizona in the performance of security background investigation.

CONFIDENTIALITY OF RECORDS

The Contractor shall establish and maintain procedures and controls that are acceptable to the State. The purpose of assuring that no information contained in its records or obtained from the State,



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or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor, as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the State .

LABOR

- a. Provide skilled, experienced, competent personnel who have the expertise needed for the job specified and who is capable of working with limited direct supervision. .
- b. Provide the tools and supplies required to complete the job.
- c. Provide a 24 hour a day, 7 day a week, 365 days a year telephone contact.
- d. Follow all State rules including, but not limited to, the following:
 - (1) No smoking, eating or drinking in the work area. Smoking will be allowed ONLY in designated areas.
 - (2) Conduct themselves in a professional and courteous manner.
 - (3) Park vehicles in appropriate and designated areas.
 - (4) Report to the job site as agreed upon.
 - (5) No alcohol or firearms are allowed on State property.



PRICE SHEET
SOLICITATION NO.: 8- 029

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**ENTERPRISE PROCUREMENT
SERVICES DIVISION**

Department of Administration
100 North 15th Avenue, Suite 104
Phoenix, Arizona 85007
(602) 542-2090

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The Offeror shall state a firm, fixed, all inclusive not to exceed price below to provide janitorial services as set forth in the Statement of Work herein. The prices shall include but not be limited to the following: materials, supplies, equipment, all adequate tools and incidental costs such as travel, usage, subcontractor billing (if any) to perform the work.

Line Item	Description	Unit of Measure (UOM)	Amount	Price	Extended Price
1	Janitorial Service	EA.	2-3 days per week		



OFFER AND ACCEPTANCE

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OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the service in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Federal Employer Identification No _____

Name

Phone No.

Fax No.

Company Name

E-mail

Address

Signature of Person Authorized to Sign Offer

City, State and Zip Code

Printed Name & Title

CERTIFICATION

By signature in the Offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 99.5 or A.R.S. §41-1461 through §41-1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The bidder certifies that the above referenced organization ___ is/ ___ is not a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. The bidder certifies that the above referenced organization ___ is/ ___ is not a Minority Owned business.
6. The bidder certifies that the above referenced organization ___ is/ ___ is not a Woman Owned business.

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For State of Arizona use only)

Your Offer is hereby accepted.

The Contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. _____.

The Contractor is hereby cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives an executed purchase order or contract release document or written notice to proceed.

State of Arizona

Awarded this _____ day of _____, 2008

Saretha Jones, Procurement Officer
Arizona Early Childhood Development & Health Board



SPECIAL TERMS AND CONDITIONS

Quotations will be received until:
July 29, 2008 at 3:00 p.m.
RFQ No.: ECDH09- 00001

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**Arizona Early Childhood Development &
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1. **SITE INVESTIGATION:** The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work at the site, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, the character of equipment and facilities needed preliminary to and during the execution of the work. The Contractor further acknowledges that he has satisfied himself as to obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The State assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the State.
2. **WORKMANSHIP:** The Contractor agrees that all work shall be done by personnel skilled and experienced and that it shall be done in a first-class and workmanlike manner.
3. **CLEAN UP:** The Contractor shall at all times keep the work area, including storage areas used, free from accumulations of waste material or rubbish. Prior to completion of the work, rubbish from the premises and all tools, equipment, and materials not the property of the State shall be removed. The Contractor shall clean up the job site to the satisfaction of the Agency.
4. **CANCELLATION:**
 - A. This contract is critical to the State of Arizona and the State reserves the right to immediately cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The State will issue written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act as in any of the following:
 - (1). The Contractor provides material that does not meet the specifications of the contract;
 - (2). The Contractor fails to adequately perform the services set forth in the specifications of the contract;
 - (3). The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - (4). The Contractor fails to make progress in the performance of the contract and/or gives the State reason to believe that the contractor will not or cannot perform to the requirements of the contract.



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- B. The State may resort to any single or combination of the following remedies:
- (1) Cancel any contract;
 - (2) Reserve all rights or claims to damage for breach or any covenants of the contract;
 - (3) Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material noncompliant with the specifications, the actual expense of testing shall be borne by the Contractor;
- C. In case of default, the State reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The State may recover any actual excess costs from the contractor by:
- (1) Deduction from an unpaid balance;
 - (2) Collection against the bid and/or performance bond, or;
 - (3) Any combination of the above or any other remedies as provided by law.
- D. If the contract is not terminated, the Contractor shall continue performance and be liable to the State for the liquidated damages until the products are delivered or services performed.
- E. In the event the State exercises its right of termination, the Contractor shall be liable to the State for any excess costs, and in addition, for liquidated damages until such time, the State may reasonably obtain delivery or performance of similar supplies or services.
5. **TERMINATION FOR CONVENIENCE:** The Enterprise Procurement Services Division reserves the right to terminate the contract at any time, for the convenience of the State of Arizona, without penalty or recourse, by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such termination. The Contractor shall be entitled to receive just and equitable compensation for the work completed prior to the effective date of termination.
6. **CONTRACT AWARD:** The State reserves the right to make multiple awards if it is determined to be most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.
7. **CONTRACTS:** The State may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with such other Contractors and State employees and carefully fit his own work to such additional work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The State shall equitably enforce this section as to all contractors, to prevent the imposition of unreasonable burdens on any contractor.
8. **CONTRACT TERM:** The term of any resultant contract(s) shall commence upon execution of the contract and shall continue for a period of one (1) year thereafter, unless terminated, canceled or extended as other provided herein.



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9. **CONTRACT EXTENSION:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of two (2) one year each options.
10. **ANNUAL PRICE ADJUSTMENT:**
- (a) Prices offered by the Contractor shall remain firm for a period of at least one year from the effective date of the contract. Upon completion of this initial period, the Contractor may request a price increase. Such price increase shall be based upon a cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the price of the services provided. All approved price increases shall remain firm for one year.
 - (b) In order to allow sufficient time for consideration of a price change, it is the Contractor's responsibility to submit any price increase request at least ninety (90) days prior to execution of an Amendment to extend the contract. Failure to submit such request within this established timeframe may result in such request being denied.
 - (c) It is the Procurement Officer's responsibility to determine whether the request increase or an alternate option is reasonable and in the best interest of the State. Approval shall be the sole discretion of the State and shall be incorporated only by issuance of a contract amendment document citing the approved increase and the effective date of such increase.
11. **PRICE REDUCTION:** Price reductions may be submitted in writing to the State for consideration at any time during the contract period. The State at its own discretion may accept a price reduction.
12. **INSURANCE:**

INDEMNIFICATION CLAUSE:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of



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subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- General Aggregate \$1,000,000
- Products – Completed Operations Aggregate \$ 500,000
- Personal and Advertising Injury \$ 500,000
- Blanket Contractual Liability – Written and Oral \$ 500,000
- Fire Legal Liability \$ 25,000
- Each Occurrence \$ 500,000

- a. Policy shall be endorsed to **include master key coverage**.
- b. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured’s with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- c. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.



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d. Policy shall be endorsed to include coverage for Broad Form Property Damage.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$ 500,000

a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"***.

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$ 100,000

Disease – Each Employee \$ 100,000

Disease – Policy Limit \$ 100,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.



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2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State of Arizona Department Representative's Name and Address)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insured's under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.



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- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
13. **SHIPPING TERMS:** Prices shall be **F.O.B. Destination** to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The State will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.
14. **UNIFORM TERMS AND CONDITIONS, REVISION 7:** The State of Arizona's Uniform Terms and Conditions and Instructions to Offerors are hereby incorporated by reference. These documents may be accessed through the Arizona State Procurement Office Web Site <http://www.azdoa.gov/spo/>, SPO Form 202, or by calling the Arizona State Procurement Office at 602-542-5511.
15. **ESTIMATED USAGE:** The contract shall be on an as needed, if needed basis. The State makes no guarantee as to the amount of usage that may occur under a resultant contract.
16. **TRANSPORTATION COSTS:** The State shall not reimburse the Contractor for mileage expense. Only the rates identified on the PRICE SHEET shall be paid to the Contractor.

STATE OF ARIZONA
CERTIFICATE OF INSURANCE

STATE AGENCY/DEPT.: ARIZONA DEPARTMENT OF ADMINISTRATION

PROJECT TITLE: PLUMBING SERVICES – ADOA/FOAM - PHOENIX

CONTRACT NUMBER:

PRODUCER	COMPANIES AFFORDING COVERAGE		CURRENT A.M. BEST RATING
	A		
	B		
	C		
INSURED	D		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (,000)	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> PER PROJECT <input type="checkbox"/> PRODUCT/COMPLETED OPERATIONS				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE(ANY ONE FIRE) MED.EXPENSE(ANY ONE PERSON)	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE	
	PROFESSIONAL LIABILITY <input type="checkbox"/> TYPE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				EACH OCCURRENCE AGGREGATE	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	
	BUILDERS RISK					
	OTHER:					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS:

GENERAL INDEMNIFICATION: TO THE EXTENT PERMITTED BY A.R.S. 41-621 AND 35-154, THE STATE OF ARIZONA SHALL BE INDEMNIFIED AND HELD HARMLESS BY THE CONTRACTOR FOR ITS VICARIOUS LIABILITY AS A RESULT OF ENTERING INTO THIS CONTRACT. EACH PARTY TO THIS CONTRACT IS RESPONSIBLE FOR ITS OWN NEGLIGENCE.

STATE OF ARIZONA AND THE STATE AGENCY NAMED BELOW ARE ADDED AS ADDITIONAL INSURED. IT IS AGREED THAT COVERAGES AFFORDED UNDER THE POLICIES CERTIFIED IN THIS CERTIFICATE SHALL BE PRIMARY AND ANY INSURANCE OR SELF-INSURANCE PROGRAM CARRIED BY THE STATE OR ANY OF ITS AGENCIES, BOARDS, DEPARTMENTS OR COMMISSIONS SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE TO THAT PROVIDED BY THE NAMED INSURED.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

CERTIFICATE HOLDER / ADDITIONAL INSURED	AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY
State of Arizona Arizona Department of Administration 100 North 15 th Avenue, Suite 104 Phoenix, Arizona 85007	SIGNATURE _____ DATE: _____